## IN THE UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

BRET A. BROADDUS  Plaintiff,  v.	FILED: April 9,2008  08cv2006 J. N.  JUDGE KENDALL  No. MAG. JUDGE COX
NORTH SHORE VAN LINES, INC. Defendant.	

#### NOTICE OF REMOVAL

TO: The Honorable Judges of the United States District Court

for the Northern District of Illinois,

**Eastern Division** 

Petitioner North Shore Van Lines, Inc. ("NSVL or Van Lines"), by its Attorneys, Axelrod, Goodman, Steiner & Bazelon respectfully state to the Court:

- 1. There is one Defendants to this action, Petitioner herein.
- 2. On January 10, 2008, Plaintiff, Bret A. Broaddus, alleged against Defendant in the Circuit Court of Cook County, Illinois, No. 08 L 000309, a civil action to recover from Defendant damages of \$235,606.93, alleged to be due to Plaintiff as a consequence of alleged damage and/or delay to a shipment of interstate freight shipment transported by Defendant NSVL. The Complaint alleges a cause of action that arises out of and pursuant to, 49 U.S.C. § 14706. All suits for loss or damage to interstate shipments by motor carrier are preempted by 49 U.S.C. §14706.

See, for example, *R.E.I. Transport, Inc. v. C.H. Robinson Worldwide, Inc.*,2008 WL 731614, pp. 3-4 (7<sup>th</sup> Cir. 2008), *Miller v. Reebie Storage and Moving Company*, Inc., 1993 WL 414689 at pg. 4 (N.D. III. 1993), *Morris v. Covan World Wide Moving Incorporated*, 144 F.3d 377, 382-383 (5<sup>th</sup> Cir. 1998), *Nowakowski, et. al. v. American Red Ball Transit Company, Inc., et. al.*, 288 III. App. 3d 348, 680 N.E. 2d 441 (2<sup>nd</sup> Dist. 1997), *Gordon v. United Van Lines, Inc.*, 130 F.3d 282, 286 (7<sup>th</sup> Cir. 1997) and *Smith v. United Parcel Service (UPS)*, 296 F.3d 1244 (11<sup>th</sup> Cir. 2002).

3. On April 2, 2008 Defendant, NSVL was served with a Summons and a copy of the Complaint

in the aforementioned civil action, which was the first knowledge that Defendant had of the instant

action. Defendant has been served with no other pleadings, papers or orders in the aforementioned

cause.

4. No pleadings or papers have been filed by the Defendants in the aforementioned action. This

is a controversy over which the United States District Courts have original jurisdiction pursuant to

Title 28 U.S.C. Section 1331 which provides:

"The district courts shall have original jurisdiction of all civil actions arising under

the Constitution, laws, or treaties of the United States";

Title 28 U.S.C. Section 1337(a) which provides, in pertinent part:

"The district courts shall have original jurisdiction of any civil action or proceeding

arising under any Act of Congress regulating commerce or protecting trade and

commerce against restraints and monopolies"; and,

Title 49 U.S.C. §14706.

WHEREFORE, Petitioner North Shore Van Lines, Inc., Defendant, herein, prays that this

Court assume full jurisdiction over the cause of action herein as provided by law.

North Shore Van Lines, Inc.

By: /s/ Joel H. Steiner

Joel H. Steiner One of its Attorneys

OF COUNSEL:

Axelrod, Goodman, Steiner & Bazelon 39 South LaSalle Street - Suite 920 Chicago, Illinois 60603 (312) 236-9375

(312) 236-2877 fax

## **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY THAT on April 9, 2008 I have served a true and correct copy of the above and foregoing Notice of Removal upon the following parties:

TO: Ariel Weisberg Weisberg and Associates 401 South LaSalle St., Suite 403 Chicago, Illinois 60604

Dorothy Brown Clerk of the Circuit Court of Cook County, 50 West Washington Street Chicago, Illinois 60602

by depositing the same in the United States Mail at 39 South LaSalle Street, Chicago, IL 60603, before the hour of 5:00 p.m. with proper first-class postage affixed thereto.

/s/ Joel H. Steiner
Joel H. Steiner

DATED: April 9, 2008

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08cv2006

J. N.

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JUDGE KENDALL MAG. JUDGE COX

SUMMONS

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## **COMPLAINT**

NOW COMES Plaintiff Bret Broaddus, by and through his attorneys, Weissberg and Associates, Ltd., and for his Verified Complaint against North Shore Van Lines, Inc. states as follows:

## (Bailment)

- 1. Plaintiff Bret Broaddus is a resident of the City of Chicago, County of Cook, and State of Illinois.
- 2. Defendant North Shore Van Lines, Inc. is an Illinois corporation doing business in the City of Chicago, County of Cook and State of Illinois.
- 3. On or about September 1, 2006, Plaintiff and Defendant entered into an oral agreement whereby Defendant agreed to pack and transport Plaintiff's personal property ("the Personal Property") from Plaintiff's home in Del Ray Beach, Florida to Plaintiff's new residence in Chicago, Illinois. In exchange for the services, Plaintiff agreed to pay Defendant approximately \$15,000.00 ("the Agreement").
- 4. Pursuant to the Agreement, the parties agreed that among the Personal Property to be transported to Chicago was Plaintiff's automobile, a 2003 Mercedes S500 ("the Mercedes"). At all times relevant, Plaintiff was the owner of the Personal Property and the Mercedes, and maintained all rights and interest

thereto. Plaintiff and Defendant agreed that Defendant would transport the Mercedes inside a moving van and would not drive the Mercedes from Florida to Illinois.

- 5. Pursuant to the Agreement, the parties agreed that delivery of the Personal Property to Plaintiff at his residence in Chicago would take between five to six days, *i.e.* until September 9 or 10, 2006.
- 6. The Agreement was memorialized on or about September 4, 2006, by a written work order in which the Personal Property was listed in an inventory list ("the Inventory List") which was acknowledged and agreed upon by both parties. Plaintiff's wife signed the list on Plaintiff's behalf, and Bryan Hemilberg, agent and employee of Defendant, signed on behalf of Defendant. See September 4, 2006 inventory list, attached hereto and marked as Exhibit A. The Bill of Lading is attached hereto and marked as Exhibit B.
- 7. Under the Agreement, Plaintiff was the bailor and Defendant became the bailee of the Personal Property and the Mercedes.
- 8. On or about September 4, 2006, Defendant received from Plaintiff the Personal Property, including the Mercedes, pursuant to the terms of the Agreement and Inventory List.
- 9. At the time Defendant accepted Plaintiff's Personal Property and the Mercedes, all of the Personal Property, including the Mercedes, was in good condition at the time Plaintiff delivered the Personal Property to Defendant.
- 10. Following Defendant's acceptance of the Personal Property on September 4, 2006, Defendant maintained possession of the Personal Property at all times relevant.
- 11. Defendant, as bailee of the Personal Property and the Mercedes, had a duty to exercise ordinary care in the transportation, storage, and movement of the Personal Property.

- 12. Defendant did not deliver the Personal Property to Plaintiff on or before September 10, 2006; in fact, Defendant did not deliver the Personal Property to Plaintiff until a month later in October 2006.
- 13. Upon receipt of the Personal Property, Plaintiff noted that certain items of the Personal Property were missing, while other items were damaged, included the Mercedes and a Recaro Electronic Office Chair, which was damaged beyond repair. A list of the missing property is attached hereto and marked as Exhibit C.
- 14. Additionally, Plaintiff discovered that Defendant, in violation of the Agreement, instructed one of its agents to drive the Mercedes to Chicago instead of transporting it by truck.
- 15. By driving the Mercedes from Florida instead of carting it on a truck, Defendant caused damage to the vehicle by putting 1,370 plus miles on the vehicle. In addition, Defendant caused additional damage to the vehicle by scratching and/or denting the car. The cost of the damages to the Mercedes is in excess of \$14,750.00.
- 16. Upon discovering that numerous items of Personal Property were missing and damaged in early October 2006, Plaintiff made several demands on Defendant throughout October 2006 and November 2006 for return of the missing Personal Property.
- 17. Defendant has failed and refused to return the missing Personal Property.
- 18. Plaintiff has made numerous demands for payment from Defendant for the replacement costs of the missing Personal Property and for payment of the estimated repair costs of the Mercedes and the damaged Personal Property.
- 19. Defendant has refused to pay Plaintiff for the replacement costs of the missing Personal Property, the repair costs of the Mercedes, or to otherwise

compensate Plaintiff for the damages done to the Personal Property. Plaintiff estimates these costs as in excess of \$232,997.60.

20. Defendant, as bailee, has absolute liability with respect to Plaintiff's lost or damaged property.

WHEREFORE, Plaintiff BRET BROADDUS prays for the entry of judgment in his favor and against NORTH SHORE VAN LINES, INC., for the amount of \$232,997.60, plus interest, costs, his attorneys' fees and for such other and further relief as this Court deems reasonable and just.

## COUNT II (Breach of Contract)

- 21. Plaintiff realleges Paragraphs 1 through 20 of this Complaint as Paragraph 21 of this Count II as if fully set forth herein.
- 22. When Defendant entered into the Agreement with Plaintiff, Defendant agreed to transport all the Personal Property from Florida to Chicago in undamaged condition, and to transport the Mercedes by truck.
- 23. Defendant breached the Agreement due to its failure to deliver all of the Personal Property to Plaintiff; its delivery of certain items of the Personal Property in damaged condition; and for driving the Mercedes to Chicago in lieu of transporting it by truck.
- 24. Defendant also failed and refused to deliver the Personal Property to Plaintiff on or before September 9 or 10, 2006, as agreed.
- 25. Because of Defendant's failure to timely deliver the Personal Property to Plaintiff, Plaintiff and his family were unable to live in their new home in Chicago as planned on or about September 9 or 10, 2006, and were forced to extend their initial hotel stay in Chicago for an additional 9 days.

- 26. While Plaintiff waited for the delivery of the Personal Property, Plaintiff continued to incur additional costs associated with staying in a hotel in the amount of \$2,609.33. A true and correct copy of the hotel receipt is attached hereto and marked as Exhibit D.
- 27. Because of Defendant's breach of the Agreement, Plaintiff has been damaged in the amount of \$235,606.93, which includes the amount of the loss of the value of missing Personal Property, the damages to the Mercedes and the additional hotel stay. Further, Plaintiff has been damaged an unspecified amount due to the additional mileage and wear and tear imposed on the Mercedes.
- 28. Plaintiff has made repeated demands upon Defendant to pay to Plaintiff the amounts due.
- 29. Defendant has failed and refused to pay to Plaintiff the amounts due Plaintiff.
  - 30. Plaintiff has performed all of his obligations under the Agreement.

WHEREFORE, Plaintiff BRET BROADDUS prays for the entry of judgment in his favor and against NORTH SHORE VAN LINES, INC., for the amount of \$235,606.93, plus an amount to be determined at trial to compensate for the diminution in value of the Mercedes, plus interest, costs, his attorneys' fees and for such other and further relief as this Court deems reasonable and just.

## COUNT III (Conversion)

- 31. Plaintiff realleges Paragraphs 1 through 30 of this Complaint as Paragraph 31 of this Count III as if fully set forth herein.
- 32. Plaintiff has a right to immediate possession of the missing Personal Property.

- · 33. Defendant, individually and by through its agent and employee Hamilberg, have wrongfully retained control and possession of the Personal Property.
- 34. Despite Plaintiffs numerous demands for return of the Missing Personal Property made throughout October 2006 and November 2006, Defendant has failed and refused to return the missing Personal Property.
- 35. There is no just reason for Defendant's retention of the Personal Property.
- 36. Defendant has acted with a willful and wanton disregard of Plaintiff's rights in the Personal Property.
- 37. Because of Defendant's conversion of the missing Personal Property, Plaintiff has been damaged in the amount of \$218,247.60, the amount of the replacement value of the missing Personal Property.

WHEREFORE, Plaintiff BRET BROADDUS prays for the entry of judgment in his favor and against NORTH SHORE VAN LINES, INC. for the amount of \$218,247.60, plus interest, costs, for punitive damages, his attorneys' fees and for such other and further relief as this Court deems reasonable and just.

## COUNT IV (Trespass to Chattel)

- 38. Plaintiff realleges Paragraphs 1 through 37 of this Complaint as Paragraph 38 of this Count IV as if fully set forth herein.
- 39. Defendant intentionally drove the Mercedes to Chicago, Illinois from Delray Beach, Florida in beach of the Agreement.

- ' 40. Defendants intentional use of the Mercedes and interference with Plaintiffs rights in the Mercedes put an additional 1,370 plus miles put on the vehicle.
- 41. Defendants intentional use of the Mercedes and interference with Plaintiffs rights in the Mercedes caused scratches on the Mercedes' surface, wheel damage, sunroof damage and other wear and tear.
- 42. Defendants intentional use of the Mercedes and interference with Plaintiff's rights in the Mercedes caused a diminution of the value, quality and condition of the Mercedes.
- 43. The estimated repair cost for the damage to the Mercedes, not including the loss in value caused by the 1,370 plus miles Defendant put on the vehicle, is \$14,750.00.
- 44. There is no just reason for Defendant's intentional use of the Mercedes and interference with Plaintiff's rights in the Mercedes.
- 45. Defendant has acted willfully and with gross negligence, indicating a wanton disregard of Plaintiff's rights in the Mercedes.

WHEREFORE, Plaintiff BRET BROADDUS prays for the entry of judgment in his favor and against NORTH SHORE VAN LINES, INC. for the amount of \$14,750.00 plus an amount to be determined at trial to compensate Plaintiff for the diminution in value of the Mercedes, plus interest, costs, for punitive damages, his attorneys' fees and for such other and further relief as this Court deems reasonable and just.

## (Consumer Fraud and Deceptive Business Practices Act)

46. Plaintiff realleges Paragraphs 1 through 45 of this Complaint as Paragraph 46 of this Count V as if fully set forth herein.

' 47. At all times relevant, the Illinois Consumer Fraud and Deceptive Practices Act (the "Act"), 815 ILCS 505/2, was in effect, which provides in part as follows:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of false fraud, false pretense, deception, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the "Uniform Deceptive Trade Practices Act," approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been mislead, deceived or damaged thereby. In construing this section, consideration shall be given to the interpretations of the Federal Trade Commission and the federal courts relating to Section 5(a) of the Federal Trade Commission Act.

## 815 ILCS 505 (West 2008).

- 48. At all time relevant, the Plaintiff was a person protected by the provisions of the Act.
- 49. At all time relevant, Defendant was engaged in trade and commerce as within the meaning of the Act.
- 50. Defendant, by its acts of representations, misstatements and omissions, committed unfair and deceptive acts or practices in violation of the Act, including deception, false promise, misrepresentation and concealment of material facts.
- 51. The representations, misstatements and omissions made by Defendant were deceptions that occurred in the course of providing professional moving services of Plaintiff's Personal Property in connection with Plaintiff's move from Florida to Chicago. Defendant intended that Plaintiff rely on these deceptions to induce Plaintiff to tender value for the purpose of purchasing Defendant's professional services, and to make his decision to allow Defendant to take possession of the Personal Property for the purposes of delivering it to Plaintiff in Chicago.

- 52. At all relevant times, Plaintiff relied on Defendant to exercise ordinary care in the transportation, storage and movement of the Personal Property, to respect Plaintiff's rights in the Personal Property, and to return the Personal Property to Plaintiff as agreed.
- 53. Upon information and belief, at the time Defendant made the representations to Plaintiff, Defendant did not intend to move the Mercedes to Chicago by placing it inside a moving van, and instead intended to drive the Mercedes to Chicago.
- 54. Upon information and belief, at the time Defendant made the representations to Plaintiff that it would return all of Plaintiff's Personal Property to Plaintiff within four or five days after acceptance of the Personal Property, Defendant did not intend to return all of Plaintiff's Personal Property.
- 55. As a direct and proximate result of the failure of Defendant to exercise ordinary care in the transportation, storage and movement of the Personal Property, to respect Plaintiff's rights in the Personal Property, and to return the Personal Property to Plaintiff as agreed, Plaintiff has suffered significant losses and has incurred substantial damages, in that he has been deprived of almost ninety items of significant monetary and sentimental value.
- 56. Pursuant to the Act, the Plaintiffs are entitled to recover punitive damages in connection to this claim.

WHEREFORE, Plaintiff Bret Broaddus prays for the entry of judgment in his favor and against NORTH SHORE VAN LINES, INC., in the amount of \$235,606.93, plus interest, costs, for punitive damages, his attorneys' fees and for such other and further relief as this Court deems reasonable and just.

## **BRET BROADDUS, Plaintiff**

One of his attorneys

Ariel Weissberg, Esq. Rakesh Khanna, Esq. WEISSBERG AND ASSOCIATES, LTD. 401 S. LaSalle St., Suite 403 Chicago, IL 60604 (312) 663-0004 Attorney No. 91781

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847-498-6560 Filed 04/09/2008 Case 1:08-cv-02006 Document 1-2 Page 15 of 27 PART, EXACT DAMAGE, AT LOCATION # of Pages 🖧 Ditver or Agent # Customer Name Contract # 5,7 2,13 8,7 5,13 2 13 3,13 5,0 4,55 8,4 Tag Culor TY Lot #74338 Origin City, State Destination 17.10 ho.18/4.10 10,5 10,13 10,8 4,10 50,13 10,7 City, State EXACT DAMAGE DESCRIPTIME SYMBOLS PART & LOCATION (A) 5≟[s [15-t 5<u>4</u>3 Canter Dispassional RU Busted SC Seratched CD 73. 4.90 1. Arm 10 Top BE Beni 11 Veneer 12 Edge 13 Center €£ Carrier Packed 2 Bottom 3 Comer BR Broken CU Contents and Condition Unknwo BU Burned \$H Short 4 Front \$0 Sailted **DBO** Disassembled By Owner CH Chipped 7,2 12,13 4,2 2,5 2,13 2,8 4,2 2.13 5 Left 14 Seat D F Dested S Stretched. MCU Mechanical Condition Unknown 6 Leg 7 Rest 15 Digwer Faded Torn PB. Professional Books 5,4 4,13 8.4 Ġ Wom 16 instde Gouged W PBO Packed By Owner 6,13 WP Warped 8 Right 17 Door 10058 Protosslonal Equipment 8.7 9 Side 18 Shelf Marred Weter-stained pp Professional Papers 19 Hardware MI Mildew Wet Z. Cracket Shank Wap R Rubbed EXCEPTIONS AT DESTINATION CONDITION AT ORIGIN EM# ÇR ARTICLE POOM STAKER STAND 2 BUQ SIT 3 MATHE (LION) Tool Box 4 5 MUBBIE б PiD-CU 5MC71 7 MICTO 20-64 8 9 PBO-C66 SMCTA WARDED DECTI **3** () 70 00 PBOTU WARD ROBY CT. J. 2 WICKER BASKET BR 10-61-3 300701. Barco 4 3.0 CTA. PBO-CU 59,0-83,10,12 5 SM SQUARE GLASS 6 BIELFT 830-04 7 PACE CH 1.5cm PBO-CU 8 1.50 mg. 9 PBD-C11 1.5070 0 Tols OF ENSE! ( DETAIN 2 le Daspil 190-CU Ĵ 100-00 UARDRUPE CYPT 4 sternoor cros 150 mg 16 5 acceptant cini 130-CU FALF BAG & JULIUS 6 PAD-CU 7 DIF DEC W/close 8 BO-CH 8 1.5 110 1130 CU NIGHTSTAND λ) 5c 4910-14311 64.K APORTANT NOTICE: Before signing -- check shipment, count items, and describe loss or damage in space on the right above. If for any reason you were not iven th reportunity to inspect this stilpment, you should call this toll free number, 800-348-3746. ked all the Items listed and numbered on this page inclusive, and acknowledge that this is a true and complete list of the goods tendered, and of the late G ... ŭoods received

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847 498-6560 Document 1-2 Filed 04/09/2008 Case 1:08-cv-02006 Page 16 of 27 PART, EXACT DAMAGE, AT LOCATION Driver or Agent# Contract # Customer 7,13 <u>8,7</u> 19 5 28,13 5,7 Name 17433 Tag Color 5,13 Origin Ciry, Shate WHITE 5.4 4,13 8,4 GBL# Deslination 4,10 10,12 10,7 7,10 10,13 10.5 10,13 10,B City, State DESCRIPTIVE SYMBOLS EXACT DAMAGE PART & LUXDATION ڊ. د. د. د Carrier Disassembled CD RU Busted 1 Arm 10 Top BE Dord 4 15 : \$4·. 8,73 ્રીયુ 15, 7,13 Carnor Packed CP 11 Veneer BR Broken SC Scratched 2 Bottom CU Contents and Condition Unknown SM Shad t7 Edga DU Dumed 3 Comer DDO Disassembled By Owner SO Soiled 13 Center 14 Seat CH Chipped D Dented 4 Frant 7/22,13 4,2 2.5 2,13 2,8 4.2 2,13 2,7 Stretched MCU Mechanical Condition Unknown 5 LeB 15 Drawer Faded J.O.M PB Professional Books 6 Log 4743 5.6 8.9 7 Hear t6 Inside G Gunged W Went PBO Packed By Owner 8,13 5,13 PE Prolessional Equipment 3 Right 17 Door Locae becreW nw 7,15 8,7 9 Side M Marred Mi Mildew (Matex-stained 5,7 18 Shelt PP Professional Papers 19 Hardware Wet (E) SW Shiffink Wrap R Richbud Cracked EXCEPTIONS AT DESTINATION \*EM# CR ARTICLE HOUR CONDITION AT ORIGIN WHENEOUS CTW PBD-CU 1 1 2 WARDEDDE CTO Pov-ce 3 Sr 9 2569,00-1249,13-83,10,1 4 COFFEE TABLE 5 335T Mag 6 BROOM 7 SIGNEL SWEEPER 8 WHINING STAND 6 9 WELRING STEND *3*0 WIRING STAND 1 YAMANA. AKU-50-110-83 2 ART. VIHNY 3 WHENING STRUB 4 THE CHEST AND AN 2000 V FALF BAG 5 Elt I mile 6 7 Ed Bre wiches 8 EURIKA UPWEIGHT MICK 9 RCA 5 DUC (1) MAKE 754-36910 40 WALFER FORM PUSHOW 1 2 23 10 mg SM STARK 5¢4, 3 Desmis CHAIR PBO-CU 4 OF FABRIC 5 CU WED LUM 6 R1312111-566 DUE SE191 SING HIDE-A-BED 2610914-231214-0767 7 FRANCE L SPEAKIL 8

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Case 1:08-cv-02006 Document 1-2 Filed 04/09/2008 Page 17 of 27

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# Case 1:08-cv-02006 Document 1 5000 Filed 04/09/2008 Page 18 of 27

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UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

Case 1:08 NORTH SHORE VAN LINES INC. Filed 04/09/2008

912 E PARK AVE, LIBERTYVILLE, IL 60048

800-244-6560 Page 20 of 27

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**EXHIBIT** 

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CARTONS 6.5	3				<del></del>	<u> </u>	<del></del>	- <del></del>	Sas
CRIB MATTRESS CTN.			·			<del> </del>			
MATTRESS CTN., TWI	NTWIN LONG								TAL CONTAINERS PACKING D UNPACKING
MATTRESS GTN., DOL									<b>₹</b> 56
MATTRESS CTN., KINC	YOU (EXCEED	NG 54" X 75")				<del> </del>			- ·
OTHER									1
OTHER								🛶 . 🔭	]
		TOTAL CONT	AINERS & PAC	KING \$		TOTAL UNF	PACKING 5		
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You must salect, in your	own handwritin	g, one of the following to	we options for your strip	unent. The option	1 you select Courses	Treasis C.C.	D. In he paid Casts Car	nt of Total Charges and Check or Money-Order	111/200
establishes your more of OPTION 1; Pull (Repla	cement) Valu	e Protection, if any ar	ticle is lost, destroyed	or damaged wi	hila in your	deli-	o be paid at time n	d delivery to obtain ed C.O.D. shipment	1071
mover's costody, your in	over will either wed by your mo	<ol> <li>repair the article to the var or pay you the cost of</li> </ol>	e content necessary to r	estore it to the s lace the article v	with an arti-	BALANCE DUE		Ut Extended II Requested	
te of like kind and qualit To select Option 1, you	y, or pay you to	the cost of such a replac	zement. An additional ci	narge applies for	this ortion.		Ртыра	ymant Collected By	1
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You must also scient or					BONET	V T	ANGNI	Wh	141 00 00
DPTION 2 Retraced Value	) initial us of 80 Cunts i	5250 Baductible (	any article is lost, de-	utecible (stroved or dame	) Initial	1		0000	7,680.77
in your mover's custod apad article multiplied	y, your mover	s liability is limited to t	the actual weight of the	ne lost, destroye	ed or dam-	OH BIOLOGIA	(WANGIGIESE)	PER	
uo cosadar il is courso:	erably less tha	n the average value of	household goods.		- Unibed at	Wildren and more forth		LAND	
To relest Option 2, you The value of my shipm:	ent is:	-			lacknow	ladna that I have ocener	to voca a bordeter bus ha	ee Article Declaration the "Inventory of Hems Veh	ned in Ferner of Term page
for months amount, if so for Move brookers exp	monista	mulados that ( hour 1)	dactaree a value for m	y shipment and	selected a represent	r Articlo" that are invalid talivo. I also acknowled	as in my aldpment and th ice that the mover's liab	et i have given a copy of this Difer for looks of or decrease	s inventory to the prover's
You Move" brookers axp	rinipolatorae pr	ovisions.	A A	man impremile	(based of	s at find which would will be	o finited to \$100 per poi	and for each pound of such dividue of the entire shires	h lest or damageo article
Customar's Signature		Was IVI	Date			ntified seich witches for Signature	WILLIAM CONTRACT FOR 1095 OF	damage is made on the et	tacked inventory.
OPPRIGHT 2002 MI	DIN PRINTING	INC., 1290 MOTOR PIO	WY, HALPHOUSE, MY	11749 (831) 582-1	N900				AM # 882A/Hers 7704

## EXHIBIT C: MISSING PROPERTY LIST

	Item	Cost
1	2 Kreiss Collection Pots (48" Diameter & 22"	3444.00
	Diameter)	
2	2 Flat Screen Televisions	2628.00
3	Indian Wool Throw Rug	1740.00
4	Crystal Ash Tray	430.00
5	Crystal Wine Glass Set (4 Red, 4 White, 4	1950.00
	Champagne – Mikasa)	
6	MHP Gas BBQ Grill	2195.00
7	Laundry Baskets	70.00
8	2 Pictures 93 1650	150.00
9	Cigarette Boat Picture Framed	149.00
10	Exterior Garbage Cans	120.00
11	44 missing music CDs	916.00
12	Bamboo Tea Cart (Crate & Barrel)	480.00
13	1 Set Golfsmith Golf Clubs	1820.00
14	1 6' Easel	695.00
15	Exterior Chairs	990.00
16	Make-up bag containing grooming supplies	300.00
17	Physical Therapy container with weights,	11204.00
	therabands	
18	Crafsman Tools and Toolbox	4350.00



Case 1	:08-cv-02006 Document 1-2	Filed 04/09/2008	Page 22 of 27
. 19	Bolle men's Sunglasses	;	296.00
20	Box antique leather bound books	s 2	150.00
· 21	Wardrobe box containing 20 me	ns designer 13	600.00
	suits		
22	Interior Garbage cans	:	200.00
23	Men's Altman's dress shoes, (Al	ligator and 8	300.00
	Crocodile size 15,16)		
24	Walker	;	260.00
25	EMPI Pool lift unopened	1	375.00
26	2 Pairs cowboy boots (Tony Lan	na) 1	800.00
27	New Bose outdoor speaker set	1	100.00
28	Pioneer HPM 100 speakers	1	000.00
29	4 Exterior Sunbeam High 1 pool	chair set 1	100.00
30	Time-Life World Cuisine Cook B	ook	985.00
31	Better Home & Garden Cook Bo	ok	278.00
32	Hard boxed packaged food	:	820.00
33	2 Rowenta toasters		175.00
34	Marble top bar etagere	1	000.00
35	Speaker wire/electronic CD stere	eo :	231.00
	connectors		
36	White Venta Air cleaner/humidifi	er	950.00
37	Broken FES – Functional Electo	ric 1	125.00
	Stimulator Equipment (Broken L	eg	

	Extensions)	
38	Ralph Lauren Wool dress sweater top	910.00
39	Original Polo teak lamp from Ralph	2750.00
	Lauren/Michigan Ave	
40	Customized RIC Hospital leg CPM	1075.00
	equipment	
41	Damaged 6.5' by 3.5' 2 inch beveled edge	2750.00
	glass dining room table top	
42	Mens Omega Seamaster Chronometer	2800.00
	Wristwatch	
43	Jack Lalaine juicer	129.00
44	Foreman Grill	150.00
45	14 Bottles miscellaneous alcohol (boxed)	960.00
46	2 Wall mount hardware kits for flat screen	1000.00
	televisions	
47	6 Rubbermaid adjustable shelving units (left	250.00
	in garage)	
48	Pele black leather briefcase	1295.00
49	18 cotton bath towel/wash cloths/ initialed	1125.00
50	3 Physical Therapy Foam Wedges	300.00
51	Black Travel Golf Bag	300.00
52	Mens tear away basketball pants	400.00
53	8 gold framed art pictures	900.00

Case 1	:08-cv-02006	Document 1-2	Filed 04/09/2008	Page 24 of 27
54	Mens Bole su	nglasses		200.00
55	Teak blocks fo	or desk		100.00
56	Panaonic Min	i recorder		168.00
57 <sup>-</sup>	HP #606 print	er		266.00
58	A6 In-Focus F	Projector	1	100.00
59	Dictaphone T	ranscriber/Record	er	850.00
60	22 Silk flower	s and 2 Kreiss inte	erior pots 1	140.00
61	Glass living ro	oom table glass		345.00
62	3 other kreiss	pots	1	900.00
63	Silk flowers fo	r Kreiss pots		455.00
64	4 gold framed	pictures	3	3200.00
65	Missing tomb	stones 5 missing a	at 5600 each 28	3000.00
66	Mini VCR/Vid	eo camera DVD S	Sony 1	189.00
67	2 oil paintings	/Plunket Furniture	. 3	3450.00
68	Costs associa	ated with labor and	delivery for	250.00
	electrical item	s re-installation		
69	12 Ralph Lore	en picture frames	with photos 2	2550.00
	of our kids			
70	11 Lucite/Cry	stal Corp AC tomb	ostones appx 56	3100.00
	5100 each			

4 Ralph Loren shirts/new in bag 78.50 each

4 Ralph Loren leather portfolio cases

1 Cigarette leather men's coat

314.00

1722.00

977.00

71

72

73

74	28 high end alligator, lizard, leather men's	2375.00
	belts	
75	Gent Signature Overal Mens Gold Ring with	5200.00
	Diamond	
76	Cartier prescription gold framed reading	2150.00
	glasses	
77	Portable Sony walkman radio	250.00
78	U of C College ring gold with sapphire stone	1800.00
79	Olympus digital color camera DVR	1000.00
80	2 Mont Blac Writing Pens	300.00
81	Weather band portable radio	120.00
82	18' Hand Knotted women's pearl necklace	900.00
83	Office supplies incl. professionally printed	780.00
	bus. Cards and letterhead	
84	Susan Horton Mens Chenille Scarf	295.00
85	4 Mens Nike winter golves (4@27)	108.00
86	Altman's Mens shoes 11 @295	10999.60
87	Portable computer hard drive	300.00

Total: 222,323.60

## Sofitel Chicago Water Tower 20 East Chestnut Street, Chicago, IL 60611 Telephone 312 324 4000 Facsimile 312 324 4028

Alliance Capital 227 E Ontario, Suite 118255 Chicago, IL 60611 USA

Arrival

09/03/06

Departure

09/19/06

Room: 0807 Cashier: 23

Page: 1 Time: 17:18:46

Conf #: 374386

Invoice NO. 220802

Date	Description	DEBIT	CREDIT
09/03	Guest Room	230.00	
09/03	State Tax *Guest Room	27.37	
09/03	City Tax *Guest Room	8.05	
09/04	Room Service #807 : CHECK #8502	46.94	
09/04	Guest Room	230.00	
09/04	State Tax *Guest Room	27.37	
09/04	City Tax *Guest Room	8.05	
09/04	F&B Sales Tax #807 : CHECK #8502	3.69	
09/05	Guest Room	239.00	
09/05	State Tax *Guest Room	27.37	
09/05	City Tax *Guest Room	8.05	
09/06	Guest Room	230.00	
09/06	State Tax *Guest Room	27.37	
09/06	City Tax *Guest Room	8.05	
09/07	Room Service #807 ; CHECK #8708	28.42	
09/07	Guest Room	230.00	
09/07	State Tax *Guest Room	27.37	
09/07	City Tax *Guest Room	8.05	
09/07	F&B Sales Tax #807 ; CHECK #8708	2,26	
09/08	Guest Room	230.00	
09/08	State Tax *Guest Room	27.37	
09/08	City Tax *Guest Room	8.05	
09/09	Room Service #807 : CHECK #8830	33.96	
09/09	Cafe Des Architectes #807 : CHECK #3033	8.00	
09/09	Guest Room	230,00	
09/09	State Tax *Guest Room	27.37	
09/09	City Tax *Guest Room	8.05	
09/09	F&B Sales Tax #807 : CHECK #8830	2.56	
09/09	F&B Sales Tax #807 : CHECK #3033	0.82	
09/10	Room Service #807 : CHECK #8943	16.28	
09/10	Paid Out Tempo Delivery on 09/10/06	25.67	
09/10	Guest Room	230.03	
09/10	State Tax *Guest Room	27.37	



## Sofitel Chicago Water Tower 20 East Chestnut Street, Chicago, IL 60611 Telephone 312 324 4000 Facsimile 312 324 4026

Alliance Capital 227 E Ontario, Suite 118255 Chicago, IL 60611 USA

Arrival Departure 09/03/06

09/19/06

Room: 0807 Cashier:23

Page: 2 Time: 17:18:47

Conf #: 374386

SAMMA CINCAGO WANKE TOWNS OSCILLATO

Invoice NO. 220802

Date	Description	DEBIT	CREDIT
09/10	City Tax *Guest Room	8.05	
09/10	F&B Sales Tax #807 : CHECK #8943	1.46	
09/11	Cafe Des Architectes #807 : CHECK #3362	9.00	
09/11	Guest Room	230.00	
09/11	State Tax *Guest Room	27.37	
09/11	City Tax *Guest Room	8.05	
09/11	F&B Sales Tax #807 : CHECK #3362	0.72	
09/12	Room Service #807 : CHECK #9145	12.67	
09/12	Room Service #807 : CHECK #9203	7.43	
09/12	Guest Room	230.00	
09/12	State Tax *Guest Room	27.37	
09/12	City Tax *Guest Room	8.05	
09/12	F&B Sales Tax #807 ; CHECK #9145	0.97	
09/12	F&B Sales Tax #807 : CHECK #9203	0.69	
09/13	Guest Room	230.00	
09/13	State Tax *Guest Room	27.37	
09/13	City Tax *Guest Room	8.05	
09/14	Guest Room	230,00	
09/14	State Tax *Guest Room	27.37	
09/14	City Tax *Guest Room	8.05	
99/15	Cafe Des Architectes #807 : CHECK #3943	9.00	
09/15	Lebar Dinner Beverage #807 : CHECK #4210	22.00	
09/15	In Room Movie #807 : VIDEO MOVIE	12.95	
09/15	Guest Room	230.00	
09/15	State Tax *Guest Room	27.37	
09/15	City Tax *Guest Room	8.05	
09/15	F&B Sales Tex #807 : CHECK #4210	1.95	
09/15	F&B Sales Tax#807 ; CHECK #3943	0.72	
09/16	Guest Room	230.00	
09/16	State Tax *Guest Room	27.37	
09/16	City Tax *Guest Room	8.05	
09/17	Room Service #807 : CHECK #9655	10.67	
09/17	Room Service #807 : CHECK #9689	28.42	